

Counter Part - Edward M. Lester

ALVORD AND ALVORD
ATTORNEYS AT LAW
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

18816-8
SEP 12 1996

September 12, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of Supplement No. 9, dated as of September 12, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Loan, Chattel Mortgage and Security Agreement previously filed with the Commission under Recordation Number 18816.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Secured Party: European American Bank
335 Madison Avenue
New York, New York 10017

A description of the 156 ACFX railcars being ADDED to the Security Agreement are set forth on Schedule A attached thereto.

Mr. Vernon A. Williams
September 12, 1996
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Also enclosed is a check in the amount of \$21.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

18816-8

SEP 1 2 1994

**SUPPLEMENT NO. 9
LOAN, CHATTEL MORTGAGE AND SECURITY AGREEMENT**

SUPPLEMENT No. 9 to the Loan, Chattel Mortgage & Security Agreement dated as of May 24, 1994, as amended through the date hereof (the "Agreement") by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and EUROPEAN AMERICAN BANK, a New York banking corporation (the "Bank").

1. This Supplement is executed and delivered pursuant to the Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Bank, and to confirm the assignment under, and security interest created by, the Agreement with respect to such Collateral. Any term defined in the Agreement and used herein shall have the meaning as defined therein.

2. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Bank, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Bank a security interest in, in each case pursuant to the Agreement and as collateral security for payment and performance of the Obligations, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 2(a), 2(b) and 2(c) hereof:

(a) All of the railroad rolling stock and standard gauge rolling stock listed on Schedule A hereto together with all accessories, accessions, equipment, parts, additions, attachments and appurtenances that are at any time appertaining, attached, affixed or related thereto, and all substitutions, renewals or replacements thereof and additions, improvements, accessions and accumulations thereto together with all rents, issues, income, profits and avails therefrom and the proceeds thereof.

(b) All of the lease agreements, lease schedules or relevant portions thereof and all riders, amendments and supplements thereto entered into and to be entered into by the Debtor with the lessee(s) thereunder, which lease agreement, lease schedule or relevant portion thereof provides for the leasing of one or more units of any of the items listed in the preceding clause (a), to the extent but only to the extent

relating to the items listed in the preceding clause (a), including (without limitation) the leases listed on Schedule A hereto, and all payments due and to become due under any such lease but only to the extent relating to any of the items listed in the preceding clause (a), whether as contractual obligations, damages or otherwise to the extent such payments are derived from any of the items listed in the preceding clause (a).

(c) All products and proceeds of any of the foregoing in whatever form, including (without limitation) insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

3. All provisions of the Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule A hereto shall be deemed an addition to, and part of, Schedule A to the Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 12 day of September, 1996.

ACF INDUSTRIES, INCORPORATED

By: 

Name: Robert J. Mitchell

Title: Senior Vice President
Finance

EUROPEAN AMERICAN BANK

By: _____

Name: Robert G. Maichin

Title: Assistant Vice President

[Signature Page to Supplement No. 9 to EAB Agreement]

relating to the items listed in the preceding clause (a), including (without limitation) the leases listed on Schedule A hereto, and all payments due and to become due under any such lease but only to the extent relating to any of the items listed in the preceding clause (a), whether as contractual obligations, damages or otherwise to the extent such payments are derived from any of the items listed in the preceding clause (a).

(c) All products and proceeds of any of the foregoing in whatever form, including (without limitation) insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

3. All provisions of the Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule A hereto shall be deemed an addition to, and part of, Schedule A to the Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 12 day of September, 1996.

ACF INDUSTRIES, INCORPORATED

By: _____

Name: Robert J. Mitchell
Title: Senior Vice President
Finance

EUROPEAN AMERICAN BANK

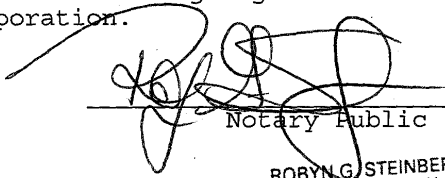
By: _____

Josephine F. Savastano
Name: Josephine F. Savastano
Title: Vice President

[Signature Page to Supplement No. 9 to EAB Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10th day of September, 1996, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Woodbury, New York and is Senior Vice President Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

ROBYN G. STEINBERG
Notary Public State of New York
No 01ST5026264
Qualified in New York County
Commission Expires April 18, 1998

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of September, 1996, before me, personally appeared Robert G. Maichin, to me known, who being by me duly sworn, says that he resides in New York, New York and is Assistant Vice President of EUROPEAN AMERICAN BANK; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

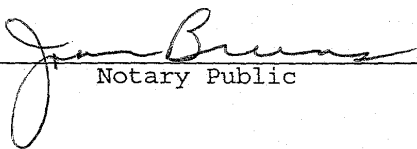
On this ____ day of September, 1996, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Woodbury, New York and is Senior Vice President Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10th day of September, 1996, before me, personally appeared Josephine F. Savastano, to me known, who being by me duly sworn, says that he resides in Queens, New York and is Assistant Vice President of EUROPEAN AMERICAN BANK; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

JOAN BRUNS
Notary Public, State of New York
No. 43-4510950
Qualified in Richmond County
Commission Expires February 28, 1998



Notary Public

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SCHEDULE A

1

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77114
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77115
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77116
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77117
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77118
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77119
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77120
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77121
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77122
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77123
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77124
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77125
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77126
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77127
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77128
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77129
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77130
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77131
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77132
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77133
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77134
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77135
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77136
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77137
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77138
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77139
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77153
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77154
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77155
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77156
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77157
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77158
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77159
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77160
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77161
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77162
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77163
30	ASHLAND PETROLEUM COMPANY	2888	ACFX	77164
30 Count				38
293	JONES-HAMILTON CO.	6277	ACFX	75625
293	JONES-HAMILTON CO.	6277	ACFX	75626
293	JONES-HAMILTON CO.	6277	ACFX	75627
293	JONES-HAMILTON CO.	6277	ACFX	75628
293	JONES-HAMILTON CO.	6277	ACFX	75636
293 Count				5
362	MONSANTO COMPANY	6166	ACFX	79748
362	MONSANTO COMPANY	6166	ACFX	79750
362	MONSANTO COMPANY	6166	ACFX	79752
362	MONSANTO COMPANY	6166	ACFX	79754
362	MONSANTO COMPANY	6166	ACFX	79756
362	MONSANTO COMPANY	6166	ACFX	79757
362	MONSANTO COMPANY	6166	ACFX	79758
362	MONSANTO COMPANY	6166	ACFX	79761
362	MONSANTO COMPANY	6166	ACFX	79762
362	MONSANTO COMPANY	6166	ACFX	79763

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SCHEDULE A

2

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
362 Count				10
567	SOLVAY MINERALS, INC.	2714	ACFX	27659
567	SOLVAY MINERALS, INC.	2714	ACFX	27660
567	SOLVAY MINERALS, INC.	2714	ACFX	27661
567	SOLVAY MINERALS, INC.	2714	ACFX	27662
567	SOLVAY MINERALS, INC.	2714	ACFX	27663
567	SOLVAY MINERALS, INC.	2714	ACFX	27664
567	SOLVAY MINERALS, INC.	2714	ACFX	27665
567	SOLVAY MINERALS, INC.	2714	ACFX	27666
567	SOLVAY MINERALS, INC.	2714	ACFX	27667
567	SOLVAY MINERALS, INC.	2714	ACFX	27668
567	SOLVAY MINERALS, INC.	2714	ACFX	27669
567	SOLVAY MINERALS, INC.	2714	ACFX	27670
567	SOLVAY MINERALS, INC.	2714	ACFX	27671
567	SOLVAY MINERALS, INC.	2714	ACFX	27672
567	SOLVAY MINERALS, INC.	2714	ACFX	27673
567	SOLVAY MINERALS, INC.	2714	ACFX	27674
567	SOLVAY MINERALS, INC.	2714	ACFX	27675
567	SOLVAY MINERALS, INC.	2714	ACFX	27676
567	SOLVAY MINERALS, INC.	2714	ACFX	27677
567	SOLVAY MINERALS, INC.	2714	ACFX	27678
567	SOLVAY MINERALS, INC.	2714	ACFX	27679
567	SOLVAY MINERALS, INC.	2714	ACFX	27680
567	SOLVAY MINERALS, INC.	2714	ACFX	27681
567	SOLVAY MINERALS, INC.	2714	ACFX	27682
567	SOLVAY MINERALS, INC.	2714	ACFX	27683
567	SOLVAY MINERALS, INC.	2714	ACFX	27684
567	SOLVAY MINERALS, INC.	2714	ACFX	27685
567	SOLVAY MINERALS, INC.	2714	ACFX	27687
567	SOLVAY MINERALS, INC.	2714	ACFX	27688
567	SOLVAY MINERALS, INC.	2714	ACFX	27689
567	SOLVAY MINERALS, INC.	2714	ACFX	27690
567	SOLVAY MINERALS, INC.	2714	ACFX	27691
567	SOLVAY MINERALS, INC.	2714	ACFX	27692
567	SOLVAY MINERALS, INC.	2714	ACFX	27693
567	SOLVAY MINERALS, INC.	2714	ACFX	27694
567	SOLVAY MINERALS, INC.	2714	ACFX	27695
567	SOLVAY MINERALS, INC.	2714	ACFX	27696
567	SOLVAY MINERALS, INC.	2714	ACFX	27697
567	SOLVAY MINERALS, INC.	2714	ACFX	27698
567	SOLVAY MINERALS, INC.	2714	ACFX	27699
567	SOLVAY MINERALS, INC.	2714	ACFX	27700
567	SOLVAY MINERALS, INC.	2714	ACFX	27701
567	SOLVAY MINERALS, INC.	2714	ACFX	27702
567	SOLVAY MINERALS, INC.	2714	ACFX	27703
567	SOLVAY MINERALS, INC.	2714	ACFX	27704
567	SOLVAY MINERALS, INC.	2714	ACFX	27705
567	SOLVAY MINERALS, INC.	2714	ACFX	27706
567	SOLVAY MINERALS, INC.	2714	ACFX	27707
567	SOLVAY MINERALS, INC.	2714	ACFX	27708
567	SOLVAY MINERALS, INC.	2714	ACFX	27709
567	SOLVAY MINERALS, INC.	2714	ACFX	27710
567	SOLVAY MINERALS, INC.	2714	ACFX	27711
567	SOLVAY MINERALS, INC.	2714	ACFX	27712
567	SOLVAY MINERALS, INC.	2714	ACFX	27713

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SCHEDULE A

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Lessee Code	Lessee	Contract	Rptg Mark	Car Number
567	SOLVAY MINERALS, INC.	2714	ACFX	27714
567	SOLVAY MINERALS, INC.	2714	ACFX	27715
567	SOLVAY MINERALS, INC.	2714	ACFX	27716
567	SOLVAY MINERALS, INC.	2714	ACFX	27717
567	SOLVAY MINERALS, INC.	2714	ACFX	27718
567	SOLVAY MINERALS, INC.	2714	ACFX	27719
567	SOLVAY MINERALS, INC.	2714	ACFX	27720
567	SOLVAY MINERALS, INC.	2714	ACFX	27722
567	SOLVAY MINERALS, INC.	2714	ACFX	27723
567	SOLVAY MINERALS, INC.	2714	ACFX	27725
567	SOLVAY MINERALS, INC.	2714	ACFX	27726
567	SOLVAY MINERALS, INC.	2714	ACFX	27727
567	SOLVAY MINERALS, INC.	2714	ACFX	27728
567	SOLVAY MINERALS, INC.	2714	ACFX	27729
567	SOLVAY MINERALS, INC.	2714	ACFX	27730
567	SOLVAY MINERALS, INC.	2714	ACFX	27731
567	SOLVAY MINERALS, INC.	2714	ACFX	27732
567	SOLVAY MINERALS, INC.	2714	ACFX	27733
567	SOLVAY MINERALS, INC.	2714	ACFX	27734
567 Count				73
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36442
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36443
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36444
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36445
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36446
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36447
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36448
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36449
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36450
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36451
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36452
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36453
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36454
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36455
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36456
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36457
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36458
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36459
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36460
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36461
572	ARISTECH CHEMICAL CORPORA	27530097	ACFX	36462
572 Count				21
1565	TETRA TECHNOLOGIES, INC.	6787	ACFX	75629
1565	TETRA TECHNOLOGIES, INC.	6787	ACFX	75631
1565	TETRA TECHNOLOGIES, INC.	6787	ACFX	75633
1565	TETRA TECHNOLOGIES, INC.	6787	ACFX	75634
1565	TETRA TECHNOLOGIES, INC.	6787	ACFX	75635
1565	TETRA TECHNOLOGIES, INC.	6787	ACFX	75640
1565	TETRA TECHNOLOGIES, INC.	6787	ACFX	75641
1565	TETRA TECHNOLOGIES, INC.	6787	ACFX	75642
1565 Count				8
1625	VICKSBURG CHEMICAL COMPAN	2815	ACFX	86483
1625 Count				1
Grand Count				156